



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
ATLANTIC WASTE DISPOSAL, INC.
FOR THE
ATLANTIC WASTE LANDFILL
VIRGINIA WATER PROTECTION PERMIT NO. 07-2407
VPDES GENERAL PERMIT FOR STORMWATER DISCHARGES
ASSOCIATED WITH INDUSTRIAL ACTIVITY NO. VAR05
REGISTRATION NUMBER 1428**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Atlantic Waste Disposal, Inc., regarding the Atlantic Waste Landfill, for the purpose of resolving certain violations of State Water Control Law and the applicable permits and regulations. This Order terminates the Consent Order issued by the Board to Atlantic Waste Disposal, Inc. on November 20, 2015.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "305(b) report" means the report required by Section 305(b) of the Clean Water Act (33 United States Code § 1315(b)), and Va. Code § 62.1-44.19:5 for providing Congress and the public an accurate and comprehensive assessment of the quality of State surface waters.
2. "Atlantic" means Atlantic Waste Disposal, Inc., a corporation authorized to do business in Virginia and its affiliates, partners, subsidiaries, and parents. Atlantic is a "person" within the meaning of Va. Code § 10.1-1400.

3. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
4. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
5. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
6. "Discharge" means, when used without qualification, a discharge of a pollutant, or any addition of a pollutant or combination of pollutants, to state waters or waters of the contiguous zone or ocean other than a discharge from a vessel or other floating craft when being used as a means of transportation.
7. "DMR" means Discharge Monitoring Report.
8. "EPA" means the United States Environmental Protection Agency.
9. "Excavate" or "excavation" means ditching, dredging, or mechanized removal of earth, soil, or rock.
10. "Facility" or "Landfill" means the Atlantic Facility located at 3474 Atlantic Lane in Waverly, Virginia.
11. "Industrial Stormwater Regulations" means the General Virginia Pollutant Discharge Elimination System (VPDES) Permit regulations for Discharges of Storm Water Associated with Industrial Activity," 9 VAC 25-151-10, *et seq.*
12. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
13. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
14. "Pollutant" means any substance, radioactive material, or heat which causes or contributes to, or may cause or contribute to pollution. 9 VAC 25-210-10.
15. "Pollution" means such alteration of the physical, chemical or biological properties of any state waters as will or is likely to create a nuisance or render such waters: (i) harmful or detrimental or injurious to the public health, safety or welfare, or to the health of animals, fish or aquatic life; (ii) unsuitable with reasonable treatment for use as present or possible future sources of public water supply; or (iii) unsuitable for recreational, commercial, industrial, agricultural, or other reasonable uses; provided that (a) an alteration of the physical, chemical, or biological property of state waters, or a discharge or deposit of

sewage, industrial wastes or other wastes to state waters by any owner which by itself is not sufficient to cause pollution, but which, in combination with such alteration of or discharge or deposit to state waters by other owners is sufficient to cause pollution; (b) the discharge of untreated sewage by any owner into state waters; and (c) contributing to the contravention of standards of water quality duly established by the board, are "pollution." Va. Code § 62.1-44.3; 9 VAC 25-210-10.

16. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
17. "Registration statement" means a registration statement for coverage under a storm water general permit.
18. "SB" means sediment basin.
19. "Significant alteration or degradation of existing wetland acreage or function" means human-induced activities that cause either a diminution of the areal extent of the existing wetland or cause a change in wetland community type resulting in the loss or more than minimal degradation of its existing ecological functions. 9 VAC 25-210-10.
20. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 2.2 (Va. Code §§ 62.1-44.15:20 through 62.1-44.15:23) of the State Water Control Law addresses the Virginia Water Resources and Wetlands Protection Program.
21. "State waters" means all water, on the surface and under the ground, wholly or partially within or bordering the Commonwealth or within its jurisdiction, including wetlands. Va. Code § 62.1-44.3 and 9 VAC 25-210-10.
22. "Stormwater Permit" means VPDES General Permit No. VAR05, which was issued under the State Water Control Law and the Industrial Stormwater Regulations on July 1, 2014, and which expires on June 30, 2019. Atlantic applied for registration under the Stormwater Permit and was issued Stormwater Registration No. 1428 on July 1, 2014.
23. "Surface water" means all state waters that are not ground waters as defined in Va. Code § 62.1-255.
24. "TLC" means temporary leachate control.
25. "TMDL" means total maximum daily load.
26. "Va. Code" means the Code of Virginia (1950), as amended.
27. "VAC" means the Virginia Administrative Code.
28. "VPDES" means Virginia Pollutant Discharge Elimination System.

29. "VWP" means Virginia Water Protection.
30. "VWP Permit" or "Virginia Water Protection Permit" means individual permit 07-2407 issued under Va. Code § 62.1-44.15:20 that authorizes activities otherwise unlawful under Va. Code § 62.1-44.5 or otherwise serves as the Commonwealth's certification under § 401 of the federal Clean Water Act (33 United States Code ("USC") § 1344.
31. "VWP Regulation" means the VWP Permit Program Regulations, 9 VAC 25-210 *et seq.*
32. "Wetlands" means those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. 9 VAC 25-210-10.

SECTION C: Findings of Fact and Conclusions of Law

1. Atlantic operates the Landfill on property that it leases in Waverly, Virginia.
2. On May 30, 2008, DEQ issued VWP Permit No. 07-2407 to Atlantic. The Permit authorized permanent impacts to 0.94 acres of a forested wetland, which is an unnamed tributary of Pigeon Swamp.
3. On July 1, 2014, DEQ issued Stormwater Permit VAR05 under State Water Control Law and the Industrial Stormwater Regulation. Atlantic applied for registration under the Stormwater Permit and was issued registration number 1428 allowing the discharge of stormwater associated with industrial activity from the Landfill to Black Swamp, Pigeon Swamp, and Warwick Swamp, in strict compliance with the terms and conditions of the Stormwater Permit.
4. Black Swamp is located in the Chowan River Subbasin. In the draft 2014 305(b)/303(d) Water Quality Assessment Integrated Report, Black Swamp was impaired of the aquatic life use due to naturally low dissolved oxygen. The recreation use was fully supporting and the fish consumption and wildlife uses were not assessed. The stream was included in the Assamoosick Swamp and Tributaries Bacterial TMDL, which was approved by the EPA on June 3, 2010 and by the Board on September 30, 2010. The Landfill was not addressed in the TMDL.
5. Pigeon Swamp is located in the Chowan River Subbasin. In the draft 2014 305(b)/303(d) Water Quality Assessment Integrated Report, Pigeon Swamp was impaired of the aquatic life use due to naturally low dissolved oxygen. The recreation use was fully supporting and the fish consumption and wildlife uses were not assessed. The stream was also included in the Assamoosick Swamp and Tributaries Bacterial TMDL, which was approved by the EPA on June 3, 2010 and by the Board on September 30, 2010. The Landfill was not addressed in the TMDL.

6. Warwick Swamp is located in the Chowan River Subbasin. In the draft 2014 305(b)/303(d) Water Quality Assessment Integrated Report, the unnamed tributary was impaired of the fish consumption use due to a VDH advisory for mercury in fish tissue. The aquatic life, recreation, and wildlife uses were not assessed. The watershed was included in the study area for the Blackwater River and Tributaries Bacterial TMDL, which was approved by the EPA on July 9, 2010 and by the Board on September 30, 2010. The Landfill was not addressed in the TMDL. Warwick Swamp is on the western side of the Landfill and while influenced by the presence of the Landfill, Warwick Swamp has not been impacted by the discharges described in this Order.
7. On March 10 and 11, 2015, DEQ staff inspected the Landfill and observed leachate seeping from the southern slope of the Landfill and impacting an unnamed tributary to Pigeon Swamp. An NOV issued by DEQ on April 2, 2015, led to a Consent Order issued to Atlantic on November 20, 2015.
8. On December 3, 2015, DEQ staff observed leachate and sediment which discharged from the northeastern slope of the Landfill impacting 3.4 acres of forested wetlands in Black Swamp.
9. Va. Code § 62.1-44.5(A) states, "Except in compliance with a certificate or permit issued by the Board or other entity authorized by the Board to issue a certificate or permit pursuant to this chapter, it shall be unlawful for any person to: 1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances; 2. Excavate in a wetland; 3. Otherwise alter the physical, chemical or biological properties of state waters and make them detrimental to the public health, or to animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses; or 4. On and after October 1, 2001, conduct the following activities in a wetland: a. New activities to cause draining that significantly alters or degrades existing wetland acreage or functions; b. Filling or dumping; c. Permanent flooding or impounding; or d. New activities that cause significant alteration or degradation of existing wetland acreage or functions.. .
.."
10. Part II.C of the VWP Permit states, "The permittee shall take all reasonable steps to minimize or prevent any impacts in violation of the permit which may have a reasonable likelihood of adversely affecting human health or the environment."
11. Part II.Q of the VWP Permit states in part, "Except in compliance with this VWP permit, it shall be unlawful for the permittee to: 1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances... 3. Otherwise alter the physical, chemical, or biological properties of state waters and make them detrimental to the public health, to animal or aquatic life, to the uses of such waters for domestic or industrial consumption, for recreation, or for other uses. 4. On or after October 1, 2001 conduct the following activities in a wetland: a. New activities that cause significant alteration or degradation of existing wetland acreage or functions..."

12. On December 9, 2015, Atlantic reported that on the morning of December 4, 2015, a third party contractor hit a leachate cleanout pipe between lift station 3 and lift station 2. Leachate was discharged into Sediment Basin (SB)-3 and Atlantic contained and pumped out the leachate preventing a discharge to state waters. Atlantic also reported that an unknown quantity of leachate discharged from a TLC structure in Cell 6A and flowed through a pipe under the main haul road and discharged into Black Swamp north of Cell 12A.
13. On December 16, 2015, Atlantic reported the contamination of SB-3 due to an overflow of leachate from Lift Station 2.
14. On December 18, 2015, Atlantic staff reported that SB-4 and SB-11 visually appeared contaminated with leachate.
15. On December 21, 2015, the Department issued an NOV No. 15-12-PRO-700 to Atlantic for unauthorized discharges to state waters and for VWP Permit violations observed on December 3, 2015, and described in Sections C.8 through C.11 above.
16. On December 23, 2015, Atlantic submitted a written report on the contaminated sediment basins mentioned in Section C.14 above. Atlantic reported that SB-4 and SB-11 did not discharge during the incident and that they planned to pump out the contaminated stormwater and treat it as leachate.
17. On December 23, 2015, Atlantic personnel observed stormwater potentially commingled with leachate flowing through a culvert into SB-9 on the northeast side of the landfill. Atlantic reported that SB-9 was not discharging at the time of the incident and that they planned to pump out the contaminated stormwater and treat it as leachate.
18. On December 28, 2015, Atlantic verbally reported that SB-4, SB-9, and SB-11 were contaminated with leachate and SB-9 and SB-11 were discharging into Black Swamp.
19. On December 29, 2015, Atlantic personnel observed a small seep discharging stormwater commingled with leachate into Pigeon Swamp from the plugged outfall of SB-4. Atlantic staff added more clay to the berm and stopped the discharge the same day. Atlantic personnel found a chimney drain adjacent to SB-5 that was overflowing with stormwater commingled with leachate, due to a pump malfunction. Some of the commingled water flowed into SB-5. SB-5 was not discharging at that time. In addition, SB-3 began to overtop the containment berm, releasing leachate contaminated stormwater into Pigeon Swamp. Atlantic verbally reported these discharges to DEQ on December 29, 2015.
20. On December 30, 2015, Atlantic submitted a written report on the discharges which occurred on December 28 & 29, 2015. Atlantic reported that SB-5 began discharging into Pigeon Swamp and that SB-11 was no longer discharging. Regarding SB-9, Atlantic stated that they consider the basin not contaminated since ammonia sample results revealed a concentration below the Stormwater Permit's maximum level. Atlantic was working on pumping down SB-3 and reinforcing the containment berm.

21. On January 2, 2016, Atlantic notified DEQ that SB-3 became contaminated with leachate after a pump failure at lift station 1.
22. On January 5, 2016, DEQ conducted a reconnaissance inspection of the Atlantic Landfill. DEQ and Atlantic staff together observed that SB-3 was discharging again. DEQ and Atlantic personnel also observed a small seep discharging stormwater commingled with leachate into Pigeon Swamp from the plugged outfall of SB-4.
23. On January 6, 2016, Atlantic submitted to DEQ a written report of the discharge to SB-3 that occurred on January 2, 2016.
24. On January 7, 2016, Atlantic submitted to DEQ a report on the SB-4 discharge observed on January 5, 2016 and the SB-3 discharge observed on December 29, 2015.
25. On January 8, 2016, Atlantic submitted to the Department a written response to the December 21, 2015, NOV. Atlantic stated that immediately after discovery of the release on December 3, 2015, action commenced to address and manage the leachate seep. In addition, Atlantic stated that they did not consider 10-15 foot diameter sinkholes were an unusual condition that required Department notification.
26. On January 12, 2016, the Department met with Atlantic to discuss the December 21, 2015, NOV and the ongoing compliance issues at the Landfill.
27. On January 15, 2016, Atlantic notified DEQ that during a site inspection it was discovered that SB-10 visually appeared to be contaminated. In addition, Atlantic reported that lift station 3 overflowed and leachate was released, which flowed down a road and 75 feet into the forested area behind SB-4 on the west side of the Landfill.
28. On January 19, 2016, Atlantic submitted to DEQ a written report on the January 15th noncompliance notification. Atlantic stated that SB-10 had its outfall blocked prior to the incident and the discharge near SB-4 was remediated.
29. On January 25, 2016, Atlantic verbally notified DEQ that a discharge from a temporary leachate containment structure overflowed contaminating SB-3, and an overflow from lift station 3 occurred due to an electrical issue. In addition, Atlantic reported that a chimney drain on the west side off the Landfill between SB-3 and SB-4 was discharging contaminated stormwater into a forested area.
30. On January 28, 2016, Atlantic submitted to DEQ a written report on the January 25th notification. Atlantic stated that the SB-3, lift station 3, and chimney drain overflows were pumped with a vacuum truck and new electric pumps were installed on January 26th at the temporary leachate containment structure and the chimney drain.

31. On January 29, 2016, Atlantic reported a DMR Exceedance for Ammonia at outfall 005. In addition, Atlantic stated that SB-3, which was reported contaminated on December 16, 2015, overflowed on January 26th and discharged into an area designated as future SB-3.
32. 9 VAC 25-31-50 (A) states "Except in compliance with a VPDES permit, or another permit, issued by the board, it shall be unlawful for any person to: 1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances; or 2. Otherwise alter the physical, chemical or biological properties of such state waters and make them detrimental to the public health, or to animal or aquatic life, or to the use of such waters for domestic or industrial consumption, or for recreation, or for other uses."
33. Part I.B.1 of the Stormwater Permit states "The following non-stormwater discharges are specifically not authorized by this permit: Sector L – Landfills, land application sites and open dumps. Leachate, gas collection condensate, drained free liquids, contaminated ground water, laboratory wastewater, and contact washwater from washing truck, equipment, and railcar exteriors and surface areas that have come in direct contact with solid waste at the landfill facility."
34. Part IV.B of the Stormwater Permit states, "Special conditions. Prohibition of non-stormwater discharges. In addition to the general non-stormwater prohibition in Part I.B.1, the following discharges are not covered by this permit: leachate..."
35. 9VAC25-210-50 (A) states, "Except in compliance with a VWP permit, unless the activity is otherwise exempted or excluded, no person shall dredge, fill or discharge any pollutant into, or adjacent to surface waters, withdraw surface water, otherwise alter the physical, chemical or biological properties of surface waters and make them detrimental to the public health, or to animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses; excavate in wetlands or on or after October 1, 2001, conduct the following activities in a wetland:...4. New activities that cause significant alteration or degradation of existing wetland acreage or functions.
36. Part II.C of the VWP Permit states, "The permittee shall take all reasonable steps to minimize or prevent any impacts in violation of the permit which may have a reasonable likelihood of adversely affecting human health or the environment."
37. Part II.Q of the VWP Permit states in part, "Except in compliance with this VWP permit, it shall be unlawful for the permittee to: 1. Discharge into state waters sewage, industrial wastes, other wastes, or any noxious or deleterious substances... 3. Otherwise alter the physical, chemical, or biological properties of state waters and make them detrimental to the public health, to animal or aquatic life, to the uses of such waters for domestic or industrial consumption, for recreation, or for other uses. 4. On or after October 1, 2001 conduct the following activities in a wetland: a. New activities that cause significant alteration or degradation of existing wetland acreage or functions..."

38. On February 2, 2016, DEQ issued NOV W2016-02-P-001 to Atlantic for violations of the Stormwater Permit and the VWP Permit as described in Sections C.13, C.14, and C.16 through C.33 above.
39. On February 16, 2016, Atlantic personnel reported to DEQ that earlier that morning, SB-3 overflowed from the southern end of the basin's berm and discharged to Pigeon Swamp. In addition, Atlantic reported that lift station 3 had overflowed.
40. On February 19, 2016, Atlantic submitted a written report to the Department on the February 16th overflow of SB-3 due to lift station 2 and the leachate cleanup at lift station 3. Vacuum trucks were used to remediate the discharges.
41. On February 25, 2016, Atlantic notified DEQ verbally that on February 23-24, 2016, rainfall overwhelmed the stormwater controls at the Landfill. As a result SB-2 and SB-9 discharged to Black Swamp, SB-5 and SB-6 discharged to Pigeon Swamp, SB-4 did not discharge but was contaminated with leachate, and leachate discharged from Cell 5a impacted future Cell 8b and future Impoundment 10.
42. On February 25, 2016, DEQ staff conducted a visit to the Landfill. Leachate contaminated stormwater was discharging from SB-2, SB-3, SB-5, SB-6, and SB-9.
43. On February 26, 2016, DEQ staff conducted a visit to the Landfill. Leachate contaminated stormwater was still discharging from SB-2, SB-3, and SB-9.
44. On February 29, 2016, Atlantic submitted written reports of the discharges which occurred on February 23-24, 2016. Atlantic stated they will continue to work to segregate stormwater and leachate around the Landfill.
45. On March 4, 2016, DEQ conducted an inspection of the Landfill as a follow-up to the verbal and written notifications submitted by Atlantic on February 25 and 29, 2016, respectively. DEQ staff observed discharges of leachate contaminated stormwater from Sediment Basins SB-2, SB-9, and SB-10. Elevated conductivity readings indicate leachate was present in the stormwater being discharged from SB-2 (589.7 $\mu\text{S}/\text{cm}$), SB-9 (862.9 $\mu\text{S}/\text{cm}$), and SB-10 (828.9 $\mu\text{S}/\text{cm}$). As a result of on-site land disturbance, approximately 16 inches of eroded sediment has accumulated within more than 1 acre of forested wetlands west of Cell 2A. In addition, approximately 24 inches of eroded sediment has accumulated within more than 1 acre of forested wetlands southwest of Cell 7B. These areas of forested wetlands are part of Pigeon Swamp.
46. On April 1, 2016, Atlantic reported that Sediment Basin SB-6 was further impacted by leachate during the overnight period of March 30-31, 2016.

47. On April 5, 2016, Atlantic submitted a written report of the April 1, 2016, incident at SB-6. Atlantic stated that the outfall for SB-6 remains blocked and the basin will be pumped and treated as leachate.
48. On April 14, 2016, DEQ issued NOV W2016-04-P-001 to Atlantic for violations of the Regulations and for impacting forested wetlands in Pigeon Swamp.
49. In October 2016, Atlantic submitted a corrective Action Plan (CAP) to address impacts to wetlands adjacent to the landfill. The CAP was adjusted based on Department comments and resubmitted on February 24, 2017. The Department approved the CAP with one modification on March 10, 2017.
50. On May 11, 2017, Atlantic notified the Department that the work authorized by the approved CAP was completed.
51. Part I.B.1 of the VPDES Permit states "The following non-stormwater discharges are specifically not authorized by this permit: Sector L – Landfills, land application sites and open dumps. Leachate, gas collection condensate, drained free liquids, contaminated ground water, laboratory wastewater, and contact washwater from washing truck, equipment, and railcar exteriors and surface areas that have come in direct contact with solid waste at the landfill facility."
52. Part IV.B of the VPDES Permit states, "Special conditions. Prohibition of non-stormwater discharges. In addition to the general non-stormwater prohibition in Part I.B.1, the following discharges are not covered by this permit: leachate..."
53. Va. Code § 62.1-44.15:20(A) states except in compliance with an individual or general Virginia Water Protection Permit issued in accordance with this article, it shall be unlawful to: 1. Excavate in a wetland; 2. On or after October 1, 2001, conduct the following in a wetland: a. New activities to cause draining that significantly alters or degrades existing wetland acreage or functions; b. Filling or dumping; c. Permanent flooding or impounding; or d. New activities that cause significant alteration or degradation of existing wetland acreage or functions; or 3. Alter the physical, chemical, or biological properties of state waters and make them detrimental to the public health, animal or aquatic life, or to the uses of such waters for domestic or industrial consumption, or for recreation, or for other uses unless authorized by a certificate issued by the Board.
54. Based on the discharge reports submitted by Atlantic and the results of the December 3, 2015, and March 4, 2016, site inspections, the Board concludes that Atlantic has violated VWP Permit conditions Parts II. C. & Q, Stormwater Permit conditions Parts I.B.1, & IV.B, Va. Code §§ 62.1-44.5(A) & 62.1-44.15:20, 9 VAC 25-31-50(A) and 9 VAC 25-210-50(A), as described above.
55. In order for Atlantic to return to compliance, DEQ staff and representatives of Atlantic have agreed to the Schedule of Compliance, which is incorporated in a separate Land

Protection Resources Consent Order. This Consent Order requires a stream monitoring and wetland restoration plan and the payment of a civil charge for the water program violations.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §62.1-44.15, the Board orders Atlantic and Atlantic agrees:

1. To perform the actions described in Appendices A and B of this Order;
2. To a civil charge of \$120,000 in settlement of the violations cited in this Order, to be paid as follows:
 - a. Atlantic shall pay \$30,000 of the civil charge within 30 days of the effective date of this Order. Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

- a. Atlantic shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Atlantic shall be liable for attorneys' fees of 30% of the amount outstanding.
 - b. Atlantic wishes to perform a Supplemental Environmental Project (SEP) and thus shall satisfy \$90,000 of the civil charge by satisfactorily completing the SEP described in Appendix B of this Order.
 - c. The net project costs of the SEP to Atlantic shall not be less than the amount set forth in Paragraph D.2.b. If it is, Atlantic shall pay the remaining amount in accordance with Paragraph D.2.a of this Order, unless otherwise agreed to by the Department. "Net project cost" means the net present after-tax cost of the SEP, including tax savings, grants, and first-year cost reductions and other efficiencies realized by virtue of project implementation. If the proposed SEP is for a project for which the party will receive an identifiable tax savings (e.g., tax credits for pollution control or recycling equipment), grants, or first-year operation cost reductions or other efficiencies, the net project cost shall be reduced by those amounts. The costs of those portions of SEPs that are funded by state or federal low-interest loans, contracts, or grants shall be deducted.

- d. By signing this Order Atlantic certifies that it has not commenced performance of the SEP.
- e. Atlantic acknowledges that it is solely responsible for completing the SEP project. Any transfer of funds, tasks, or otherwise by Atlantic to a third party, shall not relieve Atlantic of its responsibility to complete the SEP as described in this Order.
- f. In the event it publicizes the SEP or the SEP results, Atlantic shall state in a prominent manner that the project is part of a settlement of an enforcement action.
- g. The Department has the sole discretion to:
 - i. Authorize any alternate, equivalent SEP proposed by the Facility; and
 - ii. Determine whether the SEP, or alternate SEP, has been completed in a satisfactory manner.
- h. Should the Department determine that Atlantic has not completed the SEP, or alternate SEP, in a satisfactory manner, the Department shall so notify Atlantic in writing. Within 30 days of being notified, Atlantic shall pay the amount specified in Paragraph D.2.b, above, as provided in Paragraph D.2.a, above.

Both the Board and Atlantic understand and agree that this Order terminates the Consent Order issued by the Board to Atlantic on November 20, 2015.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Atlantic for good cause shown by Atlantic, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Atlantic admits the jurisdictional allegations, and agrees not to contest, but does not admit, the findings of fact, and conclusions of law in this Order.
4. Atlantic consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Atlantic declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative

proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by Atlantic to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Atlantic shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Atlantic shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Atlantic shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Atlantic. Nevertheless, Atlantic agrees to be bound by any compliance date which precedes the effective date of this Order.

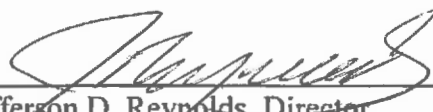
11. This Order shall continue in effect until:

- a. The Director or his designee terminates the Order after Atlantic has completed all of the requirements of the Order;
- b. Atlantic petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Atlantic.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Atlantic from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Atlantic and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Atlantic certifies that he or she is a responsible official or officer authorized to enter into the terms and conditions of this Order and to execute and legally bind Atlantic to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official or officer of Atlantic
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Atlantic voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 8th day of December, 2017.


Jefferson D. Reynolds, Director
Division of Enforcement

Atlantic voluntarily agrees to the issuance of this Order.

Date: 5/23/17 By: ASW, Director of Disposal Operations
(Person) (Title)

Atlantic Waste Disposal, Inc.

Commonwealth of Virginia

City/County of Hampton

The foregoing document was signed and acknowledged before me this 23rd day of

May, 2017, by HAROLD S. THACKER who is

DIRECTOR OF DISPOSAL of Atlantic Waste Disposal, Inc. on behalf of the company.

Edith Joann Barlow
Notary Public

359432
Registration No.

My commission expires: 10/31/2017

Notary seal:



APPENDIX A

1. For a one year period, upon execution of this Order, Atlantic must increase the frequency of stormwater monitoring, required under the Stormwater Permit, from semiannual to quarterly (excluding Outfall 016). In addition to the parameters contained in the

Stormwater Permit, Atlantic must analyze all the outfalls for conductivity and COD. Stormwater monitoring required in this Order must comply with Part II A & B of the Stormwater Permit. Samples must be collected using the measurable stormwater event protocol contained in Part I.A.2 of the Stormwater Permit. The results of the stormwater monitoring collected during active discharges as part of this Order must be included in the calculations and reporting of data submitted on the DMR reporting form.

2. On the tenth day of each month, following the end of a quarter, Atlantic must submit to the Department a report with the results of the increased stormwater sampling water quality. In addition to the results, Atlantic must provide a detailed analysis and discussion of the data and any conclusions drawn and decisions made regarding the handling of stormwater and leachate or adjustments to the stormwater control system.
3. Prior to the closure of the Order, Atlantic must submit a final report to DEQ summarizing the data collected during the course of the Order and discussing the long term impacts to the surrounding watershed and the outcome of the CAP's implementation.
4. Contact

Unless otherwise specified in this Order, Atlantic must submit all requirements of Appendix A of this Order to: Frank Lupini, VA DEQ –Enforcement Division, 629 East Main Street, Richmond, Virginia 23219 or by e-mail to Frank.Lupini@deq.virginia.gov

APPENDIX B

Atlantic shall perform the SEP identified below in the manner specified in this Appendix.

1. The SEP to be performed by Atlantic is providing \$90,000 to restore an environmental education boardwalk dock/boat launch facility at the Airfield 4H Conference Center, known as the 4-H Center, in Sussex County, Virginia.

The 4-H Center is a 501(c)3 non-profit organization that conducts educational and specialty programs throughout the year and host residential camps in the summer. The 4-H Center is also a conference facility used by businesses, government organizations and other non-profits.

The proposed project is to replace the existing wooden boardwalk located at the Lake on the 4-H Center's property. The boardwalk is in a state of disrepair and is no longer safe to use. The existing structure will be replaced with a new floating dock, boardwalk and handicapped accessible boat launch. The total project cost is \$215,637.24 and the 4-H center has the balance of funding required to complete the project. The project provides pollution reduction, environmental restoration, environmental compliance promotion, and pollution prevention.

2. The SEP payment shall be completed by January 1, 2018.
3. Atlantic shall submit progress reports on the SEP on a quarterly basis, due the 10th day following the end of each calendar quarter.
4. Atlantic shall submit a written final report on the SEP, verifying that the SEP has been completed in accordance with the terms of this Order, and certified either by a Certified Public Accountant or by a responsible corporate officer or owner. Atlantic shall submit the final report and certification to the Department within thirty days from the completion of the SEP.
5. If the SEP has not or cannot be completed as described in the Order, Atlantic shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with the SEP. Such notification shall include:
 - a. an alternate SEP proposal, or
 - b. payment of the amount specified in Paragraph D.2 as described in Paragraph D.1.
6. Atlantic hereby consents to reasonable access by DEQ or its staff to property or documents under the party's control, for verifying progress or completion of the SEP.
7. Atlantic shall submit to the Department written verification of the final overall and net project cost of the SEP in the form of a certified statement itemizing costs, invoices and proof of payment, or similar documentation within thirty days of the project completion date. For the purposes of this submittal, net project costs can be either the actual, final net project costs or the projected net project costs if such projected net project costs statement is

accompanied by a CPA certification or certification from Atlantic's Chief Financial Officer concerning the projected tax savings, grants or first-year operation cost reductions or other efficiencies.

8. Unless otherwise specified in this Order, Atlantic must submit all requirements of Appendix A of this Order to: Frank Lupini, VA DEQ –Enforcement Division, 629 East Main Street, Richmond, Virginia 23219 or by e-mail to Frank.Lupini@deq.virginia.gov